



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

<http://www.blm.gov/ut/st/en.html>

MO270039

Mooney

W. Leslie



IN REPLY REFER TO:

3809

(UT-923-OA)

UTU-70557

March 12, 2008

CERTIFIED MAIL--Return Receipt Requested

DECISION

Obligor/Operator:	:	Plan of Operations:	UTU-70557
Red Dome Inc.	:		
Gordon D. & Dionis S. Griffin	:	Statewide Bond Amount:	\$44,000.00
7 Ramshorn Ct.	:	Letter of Credit No.:	68023369
Savannah, GA 31411	:	BLM Bond Number:	UT1254
	:		
Financial Institution:	:		
Bank of America	:		
ATTN.: Trade-Services Dept-Standby Unit	:		
1 Fleet Way	:		
Scranton, PA 18507	:		

Letter of Credit Amendment Accepted Additional Information Required

Effective June 29, 2004, the Bureau of Land Management (BLM), Utah State Office accepted a personal bond with Red Dome Inc., Gordon D. & Dionis S. Griffin, as Principal/Operator. The bond was accepted for surface reclamation coverage of operations conducted by the principal/operator on 3809 plan of operations No. UTU-70557.

On February 28, 2008, an amended Letter of Credit, No. 68023369, was received by this office. The amendment states that the LOC No. 2002 for U.S. Trust has been changed to LOC No. 68023369 to be serviced by Bank of America. It is understood and agreed that the Principal is posting this bond in favor of the United States and State of Utah, Division of Oil, Gas, and Mining (OGM). The amended letter of credit and bond rider has been examined, found satisfactory, and are accepted effective February 28, 2008.

RECEIVED

MAR 17 2008

BY SP-1000-1000

However, the LOC must be amended to include the State of Utah Division of Oil Gas & Mining (OGM) as the second Beneficiary; and a Personal Bond Rider adding OGM to the bond is enclosed for Mr. Gordon Griffin to sign and return to this office. If you have any questions, or need additional information regarding this bond, please call Opie Abeyta at (801) 539-4123.

JAMES F. KOHLER

James F. Kohler
Chief, Branch of Solid Minerals

cc: Jerry Mansfield, FFO UT-010
UDOGM, ATTN: Jed Pearson (with enclosures)
1594 W. North Temple, Suite 1210
Salt Lake City, UT 84114

DATE: February 25, 2008

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68023369

ISSUING BANK
BANK OF AMERICA, N.A.
1 FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

APPLICANT
GORDON D GRIFFIN AND DIONIS S. GRIFFIN
7 RAMSHORN CT
SAVANNAH, GA 31411

BENEFICIARY
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
P.O. BOX 45155
SALT LAKE CITY, UTAH 84145-0155

WE ARE PLEASED TO INFORM YOU THAT BANK OF AMERICA WILL NOW BE SERVICING YOUR LETTER OF CREDIT, ORIGINALLY ISSUED BY U.S. TRUST. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU AND ARE COMMITTED TO MAKING THIS TRANSITION AS SMOOTH AS POSSIBLE. WE ARE PLEASED TO PROVIDE YOU WITH YOUR NEW LETTER OF CREDIT NUMBER, SHOWN BELOW.

YOUR LETTER OF CREDIT IS AMENDED AS FOLLOWS:

LETTER OF CREDIT NUMBER 2002 FOR U.S. TRUST HAS BEEN CHANGED TO LETTER OF CREDIT NUMBER 68023369, TO BE SERVICED BY BANK OF AMERICA.

THIS LETTER WILL SERVE AS AN AMENDMENT TO THE ABOVE LETTER OF CREDIT.

GOING FORWARD PLEASE PRESENT ALL DOCUMENTS FOR PRESENTATION TO:
ONE FLEET WAY, SCRANTON PA, 18507. ATTN: TRADE-SERVICES DEPT-STANDBY-UNIT

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL LC TRADE SERVICES AT BANK OF AMERICA, 1.800.370.7519



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 1 PAGE(S).

BLM - UT - 950
2008 FEB 28 AM 9:43

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE MANAGEMENT PERSONAL BOND

Act of May 10, 1872, as amended (30 USC 22-54)
Act of October 21, 1976, as amended (43 USC 1732-35)
Act of September 13, 1982 (31 USC 9301 et seq.)
Act of October 18, 1986 (100 STAT 1783)
Act of October 30, 1986 (100 STAT 3341)
Act of September 27, 1988 (102 STAT 1776)

Plan of Operation Number:

KNOW ALL BY THESE PRESENTS, THAT: Red Dome Inc. a Utah Corporation
(name)

of 5865 W. 200 South, Fillmore, Utah 84631
(address)

as principal ; is held firmly bound unto the United States of America in the sum of

Forty Four Thousand----- dollars (\$ 44,000.00).

lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond.

The principal, in order to more fully secure the United States in the payment of the aforesaid sum, hereby pledges as security therefore, United States negotiable securities of a par value equal to the amount specified, cash, irrevocable letter of credit from a Federal Reserve Bank, or other instrument acceptable to the Bureau of Land Management (BLM). The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982 (31 USC 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney-in-fact for the purpose of negotiating the cash or securities. The interest accruing on the United States securities, cash, or other instruments given above, in the absence of any default in the performance of any of the conditions, or stipulations set forth in this bond, or the plan of operations, must be paid to the principal. The principal hereby for himself/herself, any heirs, executors, administrators, successors, and assigns, jointly and severally, ratifies and confirms whatever the Secretary shall do by virtue of these presents.

The Secretary shall transfer this deposit for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the plan of operations cited above, and the regulations at 43 CFR Subpart 3809. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that the Secretary shall have full power to assign, appropriate, apply, or transfer the deposit, or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. WHEREAS the principal has an interest in a mining claim(s), mill site(s), or tunnel site(s) and/or responsibility for operations on the mining claim(s), mill site(s), tunnel site(s) or Public Lands under the Acts cited in this bond; and
2. WHEREAS the principal has received approval from the United States Department of the Interior of the plan of operations cited above, which plan of operations contain certain stipulations and conditions; and
3. WHEREAS the principal hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:
 - a. Any transfer(s) in whole or in part, of any or all of the land covered by the plan of operations and further agrees to remain bound under this bond as to the interests in the plan of operations retained by the principal; and
 - b. Any modification of the plan of operations or obligations thereunder; and
4. WHEREAS the principal hereby agrees that notwithstanding the termination, cancellation, or relinquishment of any mining claim(s), mill site(s), or tunnel site(s) covered by this plan of operations, whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of the plan of operations and obligations covered by this bond; and

*NEW
Address on
Rider
JP*

GENERAL POWER OF ATTORNEY


STATE OF UTAH)
) ss.
County of Millard)

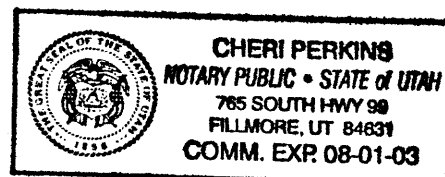
KNOW ALL MEN BY THESE PRESENT that I, Gordon D. Griffin more than 18 years of age, of 7 Ramshorn Court, Savannah, Georgia, hereby make, constitute, and appoint Dexter L Anderson, of 730 N. 3900 W, Fillmore, Utah 84631 from the date of signing hereof, as true and lawful Attorney-in-Fact for me and in my name, place, and stead, giving unto said Person full power to do and perform all and every act that I may legally do through an Attorney-in-Fact, and every power necessary to carry out the purposes for which this Power is granted, hereby ratifying and affirming that which said Person shall lawfully do or cause to be done by himself lawfully designated by virtue of the power herein conferred upon him, from the date of signing hereof.

DATED this 10th day of September, 2001.


Gordon D. Griffin

On the 10th day of SEPTEMBER, 2001, personally appeared before me GORDON D. GRIFFIN, who is known to me, having been duly sworn, acknowledged, that HE executed the foregoing document in the appropriate signature line.


NOTARY PUBLIC



U.S. TRUST COMPANY, NATIONAL ASSOCIATION

LETTER OF CREDIT

Number 02002

Date of Issuance: **June 24, 2004**

BENEFICIARY: United States Department of the Interior, Bureau of Land Management,
P.O. Box 45155, Salt Lake City, Utah 84145-0155

TOTAL AMOUNT: The total amount available under this Letter of
Credit is: U.S. Forty-Four Thousand and No/100 Dollars (U.S. \$44,000.00)

Ladies and Gentlemen:

We (the "Issuing Bank") hereby establish our Irrevocable Letter of Credit in your favor for the account of
Gordon D. and Dionis S. Griffin (the "Account Party")

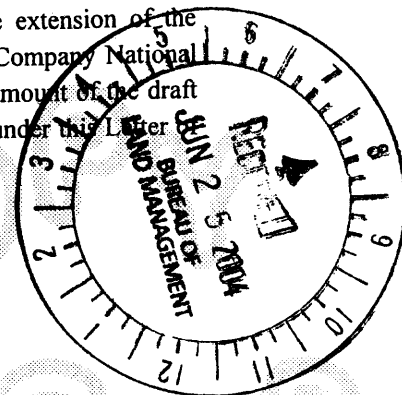
The amount set forth above will be available to you by your drafts, at sight, accompanied by this original Letter of Credit, the
original of all amendments hereto, if any, and a written and dated statement bearing the apparent signature of Beneficiary's putative
agent on Beneficiary's letterhead as follows:

"The Department of Interior-BLM (DOI-BLM) exercises the right to collect the stated amount from the Issuing Bank
because: (A) a default has occurred prior to the Expiration Date (including any extended date) or (B) Gordon D. and
Dionis S. Griffin have failed to furnish an acceptable substitute bond of \$44,000.00 at least 30 days prior to the Expiration
Date of this Letter of Credit."

Each draft must state on its face "Drawn under Letter of Credit No. 02002, dated June 24, 2004 of U.S. Trust Company, National
Association."

Drafts may not be presented prior to June 24, 2004 nor after the expiration of this Letter of Credit. This Letter of Credit will expire
on our close of business on June 24, 2005 or such other date as provided herein (the "Expiration Date"). This Letter of Credit is
deemed to be automatically extended without amendment for one year from the stated or any future Expiration Date unless at least
ninety (90) days prior to such Expiration Date we notify you by registered mail/return receipt requested that this Letter of Credit
will not be extended for any such additional period. Any such notice shall be effective when sent by us and upon such notice to
you, you may draw at any time prior to the then current Expiration Date, up to the full amount then available hereunder, against
your draft drawn on us at sight accompanied by this original Letter of Credit, the original of all amendments hereto, if any, and a
written and dated statement bearing the apparent signature of Beneficiary's putative agent on Beneficiary's letterhead as follows:

"Beneficiary hereby certifies that (A) Beneficiary has not received an appropriate extension of the
Expiration Date of Letter of Credit No.02002, dated June 24, 2004 of U.S. Trust Company National
Association, (B) the Account Party's obligation to Beneficiary remains and (C) the amount of the draft
now presented does not, when aggregated with all other drafts previously presented under this Letter
Credit, exceed the total amount available under this Letter of Credit."



**- COPY -
NOT NEGOTIABLE**

By: [Signature] Vice President

By: [Signature] Senior Vice President

(Letter of Credit No. 02002) Page 1 of 2

This Letter of Credit is transferable subject to our approval and upon payment of our transfer fee.

We hereby agree to honor drafts properly drawn and negotiated in compliance with the terms of this Letter of Credit upon presentation during normal banking hours at our office at 225 Franklin Street, Boston MA 02110, Attention: Anita B. Weeks or at such other office of ours of which we notify you by registered mail/return receipt requested.

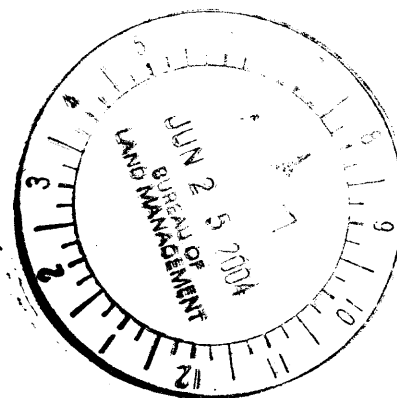
Except as otherwise expressly provided herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 revision) International Chamber of Commerce Publication No. 500 and to the extent not inconsistent therewith the laws of the State of Connecticut (other than its choice of law principles), including its Uniform Commercial Code.

This Letter of Credit shall be null and void unless signed below in blue ink by two of our officers.

Very truly yours,

By: Anita B. Weeks Vice President

By: Carolyn S. Macedo Senior Vice President



PERSONAL BOND RIDER

Page 1 of 2

In consideration for this rider and the acceptance of this rider by the Bureau of Land Management (BLM) on behalf of the United States of America, this rider attaches to and is part of the current Surface Management Bond, BLM No. UT 1254 further described as:

Issued on behalf of

Red Dome Inc

Principal/Obligor, in favor of the United States. The bond provides coverage as shown below

☒ Individual notice/plan of operations - BLM serial number UTU 70557

☐ Statewide UTAH

☐ Nationwide _____

(Name of State)

(If Applicable, Write/Type "Yes")



~~~~~

This rider is to amend the bond as follows:

☐ **INCREASE / DECREASE IN DOLLAR AMOUNT OF BOND COVERAGE**

It is understood and agreed that \$44,000 S.D.S., Principal, is increasing/descrasing the coverage of this bond to the amount shown below; however, this rider shall not act to increase/decrease the actual cumulative or potential liability above the face amount of the bond, to wit: \_\_\_\_\_ U.S. dollars (\$ \_\_\_\_\_)

(dollars-amount in words) (dollars-amount in figures)

☐ **STATEWIDE BOND / NATIONWIDE BOND**

The Principal hereby agrees to and extend bond coverage to include any and all operations under Title 43 CFR, subparts 3802/3809, Surface Management.

☐ **BOND COVERAGE EXTENDED**

The Principal hereby agrees to and extends bond coverage to include notice level operations pursuant to regulations at 43 CFR 3809, Surface Management.

☐ **THIRD PARTY**

It is understood and agreed that \_\_\_\_\_, Principal, is posting this bond on behalf of \_\_\_\_\_ Operator, under notice/plan of operations, BLM serial number UTU- \_\_\_\_\_

**PERSONAL BOND RIDER.**

Page 2 of 2

**ASSUME OUTSTANDING LIABILITY**

The Principal hereby agrees to extend coverage of this bond to the performance of all plan of operations or notice level operations obligations, both past and future, including the responsibility to adhere to the conditions of the approved plan(s)/notice(s) and reclamation and restoration of the surface disturbed by the plan, specified within the approved reclamation plan and any amendments thereto.

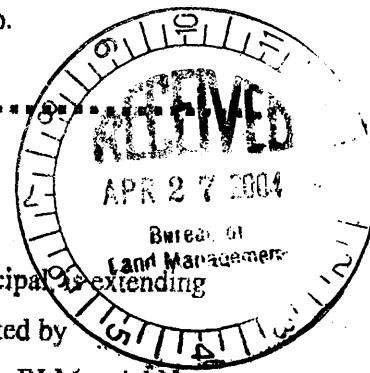
☐ **COPRINCIPAL**

It is understood and agreed that \_\_\_\_\_, Principal of \_\_\_\_\_, is extending the coverage of the bond referenced above to include liabilities for operations conducted by \_\_\_\_\_ on notice/plan of operations, BLM serial No. \_\_\_\_\_

UTU- \_\_\_\_\_;

Or: Specify the applicable operations under a statewide/nationwide bond.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE**

This coverage of obligations shall continue whether or not a notice/plan of operations has subsequently been suspended or terminated. This rider shall not act to increase the actual cumulative or potential liability of the principal or bond above the face amount of the bond. Nothing herein contained shall vary, alter, or extend any provision or condition of this bond except as herein expressly stated.

Executed this 27<sup>th</sup> day of April, 2004  
Principal GORDON D. GRIFFIN  
By Gordon D Griffin FOR RED DOME INC  
Title \_\_\_\_\_  
Business Address 7 RANSIFERN CT  
SAVANNAH GA 31411

**ACKNOWLEDGMENT:**

State of Utah, County of Salt Lake, Subscribed and sworn to before me this 27<sup>th</sup> day of April, 2004

By Connie Mountain

Connie Mountain



NOTARY PUBLIC  
CONNIE MOUNTAIN

9/2005